

KNOW ALL MEN BY THESE PRESENTS, that Independent School District #709 f/k/a the Board of Education of the City of Duluth, a public corporation and political subdivision under the laws of Minnesota, as Grantor, in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Minnesota Power (legally incorporated as ALLETE, Inc., a Minnesota corporation), hereinafter "MP", does hereby grant unto MP, its successors and assigns forever, the perpetual right, privilege, and easement to survey, construct, operate, maintain, use, rebuild, or remove electric power or communication lines or cables, consisting of poles, towers, structures, crossarms, guys, braces, anchors, wires, cables, conduits, counterpoises, fixtures, and other devices used or useful in the operation, maintenance, and use of said lines or cables, together with the right to locate, construct or reconstruct same at various voltages and dimensions at any time hereafter as MP shall deem useful or necessary, across, over, under or through the following described lands situated in **St. Louis County**, Minnesota; to-wit:

For legal description, see certified survey drawing labeled "Exhibit A" dated 10/31/2011 by James W. Fowlds, PLS, Salo Engineering, Inc., 4560 Norway Pines Place, Duluth, MN 55811, attached hereto and made a part hereof. Subject to prior easements, reservations and rights of record.

The easement conveyed by this document varies in width, as indicated on said **certified survey drawing** attached hereto and made a part hereof and includes such additional width outside of the above distance as is necessary to accommodate guys, wires, anchors and any other necessary appurtenance. Grantor hereby acknowledges that said **certified survey drawing** definitely and specifically describes the easement being acquired, and that said easement is of the minimum necessary for the safe conduct of the business for which this easement is granted.

The grant of easement herein contained shall also include the right of MP to have reasonable access to said strip of land across the property of the Grantor adjacent thereto, said access to be designated by the Grantor within a reasonable time upon request by MP, its contractor, agents, or assigns.

The grant of easement herein contained shall include the right to enter upon the property of the Grantor to remove from said strip of land and dispose of any structures, trees or objects, except fences, which in the opinion of MP will interfere with said lines or cables.

The grant of said easement shall include the right to enter and locate upon the property of the Grantor equipment necessary to ground fences, structures, buildings, or any other structure which may require grounding for safety purposes.

Grantor reserves the right to cultivate, use and occupy said land, except that without the prior written approval of MP, the Grantor shall not bury or place in the ground any object, nor plant any trees thereon, nor erect any structures or other objects permanent or temporary, except fences, and in the event that said lines or cables are placed beneath the surface, Grantor shall seek prior written approval from MP prior to any digging to a depth of more than two feet within the easement area.

MP shall pay for all damages to Grantors property caused by the construction or maintenance of said lines or cables, excepting and excluding trees within the easement area.

Grantor covenants with MP, its successors, and assigns, that the Grantor is the owner of the lands described herein and has the right to sell and convey an easement in the manner and form aforesaid.

It is understood that the right, privilege, and easement hereby granted shall extend only to the interest or interests of the Grantor herein named; and the provisions hereof shall extend to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

It is mutually understood and agreed that this instrument covers all of the agreements and stipulations between the parties, and that no representation or verbal statements have been made modifying, adding to, or changing the terms hereof. .

This instrument is exempt from payment of state deed stamps pursuant to Minnesota Statutes Section 287.22.

IN TESTIMONY WHEREOF, the Grantor has executed this instrument this ____ day of _____, 2012.

INDEPENDENT SCHOOL DISTRICT #709

By: _____, **Board President**

By: _____, **Board Clerk**

State of Minnesota)
) ss.
County of St. Louis)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, and _____, the School Board President and Board Clerk of Independent School District #709, a public corporation and political subdivision under the laws of Minnesota, on behalf of the corporation.

Notary Public

This instrument was drafted by:
Minnesota Power
30 West Superior Street
Duluth, MN 55802